

EXHIBIT 130

Excerpts of the Deposition of Michael Mersch (Redacted)

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

CUNG LE; NATHAN QUARRY, JON)	
FITCH, on behalf of)	
themselves and all others)	
similarly situated,)	
)	
Plaintiffs,)	
)	
vs.)	Case No.
)	2:15-cv-01045-RFB-(PAL)
)	
ZUFFA, LLC, d/b/a Ultimate)	
Fighting Championship and)	
UFC,)	
)	
Defendant.)	
_____)	

C O N F I D E N T I A L

VIDEOTAPED DEPOSITION OF

MICHAEL P. MERSCH

AFTERNOON AND EVENING SESSIONS (PAGES 333 to 496)


LAS VEGAS, NEVADA

JULY 14, 2017

4:43 p.m.

Reported by:
Jualitta Stewart, CCR No. 807, RPR
Job No. 51253-B

MICHAEL P. MERSCH - CONFIDENTIAL

<p style="text-align: right;">358</p> <p>  </p> <p> Because, again, as we've seen from other documents and you've testified earlier it was Zuffa's practice to renegotiate with fighters that had wanted to continue having a contractual relationship with before the end of their contractual term; is that right? </p> <p> A. The -- I think the language that I use there was almost because that would certainly be our hope that we would be able to come to and negotiate a mutually agreeable contract that the fighter was comfortable with, that we were comfortable with, and that was mutually beneficial. Obviously we can't guarantee that and, again, I have no independent recollection of the context or other things that were going on at this time, but that would be my guess as to what I -- what I meant by using that language. </p>	<p style="text-align: right;">360</p> <p> levels of compensation which is, of course, was an appealing factor to any fighter. </p> <p> But, you know, whether -- you know, there could be any number of factors that each fighter may have felt that worked to their benefit in giving them the position where they would come to Joe Silva or Dana or Lorenzo or myself or any number of people and say, you know, I believe now based on the body of work that I've delivered that, you know, we feel that it's appropriate to enter into a new contract. And oftentimes Zuffa was amenable to that as well because they felt that it was a mutually beneficial decision that benefitted both the company and the fighter. </p> <p> Q. So what you're testifying to is that Zuffa, it was in Zuffa's interest to enhance the compensation of certain fighters in exchange for the fighters agreeing to another three or four fight deal, correct? </p> <p> A. It was a negotiated point. Compensation, of course, is a negotiated point in virtually every contract that I'm aware of or monetary -- you know, the amount of money involved in any contract is, of course, an important point. But that would have been amongst any number of other, you know, </p>
<p style="text-align: right;">359</p> <p> Q. And that was especially true for top stars like Quinton Rampage Jackson, that Zuffa wanted to make sure that Zuffa had business certainty with regard to its top stars so it would attempt to renegotiate its top fighters' contracts before the end of their term, correct? </p> <p> A. Again, I think that that is a term that may be applicable to -- first of all, I don't know how you would define, you know, what was a top star or, you know, that's a fairly amorphous term. But I think the term really applies to any fighter where a meeting of the minds could be had between the fighter and the company out of mutual desire to extend the terms or to supply out the terms of an existing deal with a more preferential deal. </p> <p> Q. Zuffa wanted to ensure that the fighters that it wanted to maintain in its fold never got to the end of the terms of their contracts, correct? </p> <p> A. Well, frankly, it wasn't -- it wasn't just Zuffa. Oftentimes the fighter himself would call and request that -- that they receive a new contract prior to the end of the term of an agreement because invariably -- well, maybe not invariably. Oftentimes, the new contract that they would receive would have enhanced and increased </p>	<p style="text-align: right;">361</p> <p> important provisions in the contract that may or may not have been renegotiated between the parties. Again, depending on what was important, depending on the -- all the various factors that could go into any individual negotiation with any individual fighter. </p> <p> Q. So Zuffa comes to a fighter on the third -- between the third and fourth fights of a four-fight deal and says all right, you can fight your fourth fight at "X" dollars or you can sign this new deal, new four-fight deal at "X" plus "Y" dollars, the fighter then has an option to cancel the old contract and sign a new contract and make more money for that next fight; is that right? </p> <p> A. There could be circumstances that go both ways where Zuffa may present an offer to the fighter or the fighter may come to Zuffa and present a proposal to the UFC that it hopes the UFC will take into consideration. And sometimes the parties were able to come to a meeting of the minds after independent evaluation and sometimes they weren't. </p> <p> But the -- there was, you know, an ebb and flow that went both directions and oftentimes the driving force behind renegotiation or request for a sub -- a superseding agreement came from the </p>

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<p>362</p> <p>1 fighter's side and sometimes it came from the Zuffa</p> <p>2 side. It just depended on the context, it depended</p> <p>3 on, you know, a variety of different factors.</p> <p>4 MR. CRAMER: All right. I'd like to have</p> <p>5 the court reporter mark as Mersch Exhibit 25 the</p> <p>6 next document.</p> <p>7 For the record, Mersch Exhibit 25 is a</p> <p>8 series of e-mails with a Bates range ZFL 2496215</p> <p>9 through 6216. It's a July 2012 e-mail exchange</p> <p>10 between Mr. Mersch, Tracy Long, and Joe Silva.</p> <p>11 (Whereupon, Exhibit 25 was</p> <p>12 marked for identification.)</p> <p>13 BY MR. CRAMER:</p> <p>14 Q. Let me know when you've had a chance to</p> <p>15 review it, and I have some questions about it.</p> <p>16 A. Okay.</p> <p>[REDACTED]</p>	<p>364</p> <p>[REDACTED]</p>
<p>363</p> <p>[REDACTED]</p> <p>8 Q. Well, it was sent from your e-mail</p> <p>9 address, correct?</p> <p>10 A. As I said, I don't have any independent</p> <p>11 recollection, but I don't dispute that it occurred.</p> <p>12 Q. Okay.</p> <p>13 A. So.</p> <p>[REDACTED]</p>	<p>365</p> <p>[REDACTED]</p> <p>25 ///</p>

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<p style="text-align: right;">442</p> <p>1 it was expressed to me that anybody in the UFC's 2 executive team had any -- felt that the individuals 3 running the Affliction brand of MMA were a threat to 4 the UFC. I don't recall that. And, again, it was 5 ten years ago, apparently. But as I sit here today, 6 I don't have any independent recollection that that 7 occurred.</p> <p>8 Q. Did you, at some point, gain the 9 understanding that either you or someone at Zuffa 10 viewed Affliction at this time as Zuffa's main 11 rival?</p> <p>12 A. I never gained that understanding.</p> <p>13 MR. CRAMER: All right. I'd like to mark 14 as Mersch Exhibit 39 the next document. 15 (Whereupon, Exhibit 39 was 16 marked for identification.) 17 THE WITNESS: To the best of my 18 recollection. So. 19 BY MR. CRAMER:</p> <p>20 Q. Mersch Exhibit 39 is a one-page series of 21 e-mails bearing the Bates Number ZFL-2193553. It's 22 a July 24 and 25, 2009 e-mail chain between 23 Mr. Mersch and Kevin Mulvey with a subject 24 "Affliction." 25 Let me know when you've completed</p>	<p style="text-align: right;">444</p> <p>1 e-mail here, the subject is "Affliction," right?</p> <p>2 A. Yeah.</p> <p>3 Q. That's the subject?</p> <p>4 A. Yes.</p> <p>5 Q. And Affliction is the company we've just 6 been talking about that was exclusively an apparel 7 company but then at some point in late 2007 or two 8 thousand and -- or early 2008 became an MMA 9 promotion, correct? That's Affliction, correct?</p> <p>10 A. I'm sorry, can you repeat that, I 11 apologize.</p> <p>12 Q. That's okay.</p> <p>13 Affliction is the company that we've just 14 been talking about --</p> <p>15 A. Yes.</p> <p>16 Q. -- in the last document --</p> <p>17 A. Correct.</p> <p>18 Q. -- that in late 2007 went from being 19 exclusively an apparel company to an apparel company 20 plus an MMA promotion, right?</p> <p>21 A. Correct.</p> <p>22 Q. And you say to Mulvey and Ricca in July 23 of 2009, "Our main rival is done." 24 Do you see that? 25 A. H'm-h'm.</p>
<p style="text-align: right;">443</p> <p>1 reviewing it.</p> <p>2 A. Okay.</p> <p>3 Q. So at the bottom of the chain, there's an 4 e-mail from you to Mr. Mulvey and Joe Ricca.</p> <p>5 A. Ricca.</p> <p>6 Q. Ricca. Who is Mr. Mulvey?</p> <p>7 A. Mr. Mulvey and Mr. Ricca worked for a 8 government relations firm out of Boston, 9 Massachusetts called Dewey Square Group.</p> <p>10 Q. And they were doing business for Zuffa at 11 the time?</p> <p>12 A. At -- again, to the best of my 13 recollection timing-wise, I'm not a hundred percent 14 sure, but it wouldn't surprise me if during this 15 time -- and for many many years, I worked with 16 Mr. Mulvey and Mr. Ricca to bring MMA legalization 17 to the state of Massachusetts which prior to this 18 time only permitted boxing and did not permit the 19 promotion of live professional mixed martial arts 20 sporting events.</p> <p>21 Q. So Dewey Square was essentially a 22 lobbyist for Zuffa and the UFC at this time, 23 correct?</p> <p>24 A. Correct.</p> <p>25 Q. Okay. And you were -- at the first</p>	<p style="text-align: right;">445</p> <p>1 Q. And you --</p> <p>2 A. Yes.</p> <p>3 Q. You include a website news article from 4 Sherdog.com. Sherdog.com is an MMA website; isn't 5 that right?</p> <p>6 A. Correct.</p> <p>7 Q. And there's a news item entitled, 8 "Affliction Clothing Back in UFC Fold." 9 Do you see that?</p> <p>10 A. Yes, sir.</p> <p>11 Q. And the Affliction clothing was back in 12 the UFC fold because Affliction had stopped the MMA 13 promotion business, correct?</p> <p>14 A. I would assume that that was one of the 15 factors, I don't recall all of the details 16 surrounding why -- what -- what negotiations took 17 place between either Dana, Lorenzo, and -- and -- 18 and the people that ran Affliction. But obviously 19 it appears that -- without reading the article, it 20 appears that at some point that that was agreed to.</p> <p>21 Q. And when you said "our main rival is 22 done," you were referring to Affliction as an MMA 23 promotion no longer being an MMA promotion, correct?</p> <p>24 A. I spoke with Mr. Mulvey and Mr. Ricca on 25 a fairly regular basis in the -- much of what I was</p>

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<p style="text-align: right;">490</p> <p>1 [REDACTED]</p> <p>2 [REDACTED]</p> <p>3 [REDACTED]</p> <p>4 [REDACTED]</p> <p>5 [REDACTED]</p> <p>6 [REDACTED]</p> <p>7 [REDACTED]</p> <p>8 [REDACTED]</p> <p>9 [REDACTED]</p> <p>10 [REDACTED]</p> <p>11 [REDACTED]</p> <p>12 [REDACTED]</p> <p>13 [REDACTED]</p> <p>14 [REDACTED]</p> <p>15 [REDACTED]</p> <p>16 [REDACTED]</p> <p>17 [REDACTED]</p> <p>18 [REDACTED]</p> <p>19 [REDACTED]</p> <p>20 [REDACTED]</p> <p>21 [REDACTED]</p> <p>22 [REDACTED]</p> <p>23 [REDACTED]</p> <p>24 [REDACTED]</p> <p>25 [REDACTED]</p>	<p style="text-align: right;">492</p> <p>1</p> <p>2 STATE OF _____)</p> <p>3) ss</p> <p>4 COUNTY OF _____)</p> <p>5</p> <p>6</p> <p>7 I, MICHAEL P. MERSCH, the witness</p> <p>8 herein, having read the foregoing</p> <p>9 testimony of the pages of this deposition,</p> <p>10 do hereby certify it to be a true and</p> <p>11 correct transcript, subject to the</p> <p>12 corrections, if any, shown on the attached</p> <p>13 page.</p> <p>14</p> <p>15 _____</p> <p>16 MICHAEL P. MERSCH</p> <p>17</p> <p>18</p> <p>19</p> <p>20 Sworn and subscribed to before</p> <p>21 me, this _____ day of</p> <p>22 _____, 2017.</p> <p>23</p> <p>24 _____</p> <p>25 Notary Public</p>
<p style="text-align: right;">491</p> <p>1 [REDACTED]</p> <p>2 [REDACTED]</p> <p>3 MR. CRAMER: All right. That's all the</p> <p>4 questions I have. Thank you.</p> <p>5 THE VIDEOGRAPHER: Questions?</p> <p>6 MR. CRAMER: No questions.</p> <p>7 THE VIDEOGRAPHER: This concludes today's</p> <p>8 deposition of Michael Mersch. Total number of media</p> <p>9 used is seven.</p> <p>10 We are off the record at 8:27 p.m.</p> <p>11 (Thereupon, the taking of the deposition</p> <p>12 concluded at 8:27 p.m.)</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">493</p> <p>1 REPORTER'S DECLARATION</p> <p>2 STATE OF NEVADA)</p> <p>3) ss</p> <p>4 COUNTY OF CLARK)</p> <p>5</p> <p>6 I, Jualitta Stewart, a duly commissioned</p> <p>7 Notary Public, Clark County, State of Nevada, do</p> <p>8 hereby certify:</p> <p>9 That I reported the taking of the</p> <p>10 deposition of the witness, MICHAEL P. MERSCH,</p> <p>11 commencing on Friday, July 14, 2017, at the hour of</p> <p>12 4:43 p.m.</p> <p>13 That prior to being examined, the witness</p> <p>14 was by me duly sworn to testify to the truth, the</p> <p>15 whole truth, and nothing but the truth.</p> <p>16 That I thereafter transcribed my said</p> <p>17 shorthand notes into typewriting and that the</p> <p>18 typewritten transcript of said deposition is a</p> <p>19 complete, true, and accurate transcription of said</p> <p>20 shorthand notes taken down at said time.</p> <p>21 I further certify that I am not a</p> <p>22 relative or employee of any party involved in said</p> <p>23 action, nor a person financially interested in the</p> <p>24 action.</p> <p>25 IN WITNESS WHEREOF, I have hereunto set</p> <p>my hand and affixed my official seal in my office in</p>

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<p>1 the County of Clark, State of Nevada, this 1st day</p> <p>2 of August, 2017.</p> <p>3</p> <p>4</p> <p>5 JUALITTA STEWART, RPR, CCR No. 807</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>1 E R R A T A</p> <p>2</p> <p>3</p> <p>4</p> <p>5 I wish to make the following changes,</p> <p>6 for the following reasons:</p> <p>7</p> <p>8 PAGE LINE</p> <p>9 ____ CHANGE: _____</p> <p>10 REASON: _____</p> <p>11 ____ CHANGE: _____</p> <p>12 REASON: _____</p> <p>13 ____ CHANGE: _____</p> <p>14 REASON: _____</p> <p>15 ____ CHANGE: _____</p> <p>16 REASON: _____</p> <p>17 ____ CHANGE: _____</p> <p>18 REASON: _____</p> <p>19 ____ CHANGE: _____</p> <p>20 REASON: _____</p> <p>21</p> <p>22</p> <p>23 _____</p> <p>24 WITNESS' SIGNATURE DATE</p> <p>25</p>
495	
<p>1 INSTRUCTIONS TO WITNESS</p> <p>2</p> <p>3 Please read your deposition over carefully</p> <p>4 and make any necessary corrections. You should state</p> <p>5 the reason in the appropriate space on the errata</p> <p>6 sheet for any corrections that are made.</p> <p>7 After doing so, please sign the errata sheet</p> <p>8 and date it.</p> <p>9 You are signing same subject to the changes</p> <p>10 you have noted on the errata sheet, which will be</p> <p>11 attached to your deposition.</p> <p>12 It is imperative that you return the original</p> <p>13 errata sheet to the deposing attorney within thirty</p> <p>14 (30) days of receipt of the deposition transcript by</p> <p>15 you. If you fail to do so, the deposition transcript</p> <p>16 may be deemed to be accurate and may be used in court.</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	